

ASSIGNMENT OF LEASE

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INTERSTATE COMMERCE COMMISSION

KARL B. McMILLEN, an individual with an office and place of business located at 14600 South Hindry Avenue, Hawthorne, California 90250, ("Assignor") in consideration of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers and sets over unto CIS RAIL CORPORATION, a California corporation with an office and place of business located at 909 Montgomery Street, San Francisco, California 94133, (Assignee") and unto Assignee's successors and assigns, all of Assignor's right, title and interest in and to all payments due, or to become due, to Assignor under the User Lease (as defined in the "Agreement of Lease", of even date herewith, between Assignor, as lessor, and Assignee, as lessee) whether as rent, late charges, damages, insurance payments, termination payments, loss payments, indemnities or otherwise, and any and all proceeds of the User Lease, within the meaning of the Uniform Commercial Code, together with all of the rights and remedies of the Assignor under the User Lease to enforce, collect, receive and receipt for any and all of the foregoing sums assigned; provided, however, that this Assignment and all rights conveyed hereby are expressly made subject and subordinate to the Liens, as defined in the Agreement of Lease, and any other lien arising out of any

indebtedness permitted pursuant to Section 9.2 of the Agreement to Lease.

Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents as Assignee may reasonably require in obtaining the full benefits of this Assignment and of the rights and powers granted herein.

This Assignment may not be altered, modified or amended except by a written amendment signed by the party adversely affected.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding and enforceable upon, the respective successors, assigns and transferees of the parties hereto.

This Assignment shall be governed by, and interpreted under, the laws of the State of California applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws.

This Assignment shall be acknowledged by the parties hereto and subsequently recorded with the Interstate Commerce

CIS.1009.8.83/9.1.84B  
KARL B. MCMILLEN --- 12/21/84

Commission pursuant to Section 11303 of Title 49 of the United States Code as soon as reasonably possible after the execution of this Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of this 20th day of December, 1984.

ASSIGNOR:

KARL B. MCMILLEN,  
an individual

By: Karl B. McMillen  
(Authorized Signatory)

ACCEPTED AND AGREED TO this 20th day of December, 1984.

ASSIGNEE:

CIS RAIL CORPORATION,  
a California corporation

By: [Signature]  
(Authorized Signatory)

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

QTY.	DESCRIPTION	ROAD NUMBER			
2	General Motors Corporation, Electromotive Division, Model GP38, 2000 horsepower, 4 axle diesel electric locomotives.	300	301		
10	General Motors Corporation, Electromotive Division, Model GP40, 3000 horsepower, 4 axle diesel electric locomotives.	211 215 219	212 216 220	213 217	214 218

ASSET VALUE: \$1,930,435

EQUIPMENT LOCATION: The locomotives will be used by the  
Missouri-Kansas-Texas Railroad Company on  
its 3000 mile route system in Missouri,  
Kansas and Texas.

BANK: Chemical Business Credit Corporation  
INITIAL TERM: 144 months  
START DATE: June 1, 1983


AFFIDAVIT OF BURT ROSENMEYER

STATE OF CALIFORNIA     } SS  
COUNTY OF LOS ANGELES   }

BURT ROSENMEYER, being duly sworn states as follows:

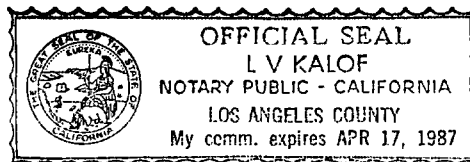
1. I am the President of CFS Planning Corporation, a California corporation ("CFS"), and I am authorized to make this Affidavit for and on its behalf. I know the following facts of my own personal knowledge and could and would testify competently thereto.

2. The copies of the Agreement of Lease, Assignment of Lease, and Collateral Assignment, dated December 20, 1984, attached hereto, and made a part hereof, are certified by the undersigned to be true and correct copies of the originals of each of the respective documents.

  
Burt Rosenmeyer, President  
CFS Planning Corporation

Sworn to before this 26th day of March, 1985.

  
Notary Public



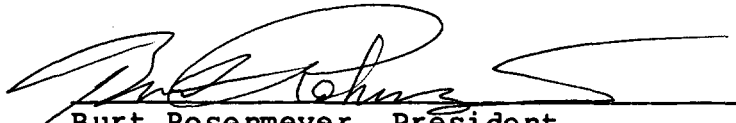
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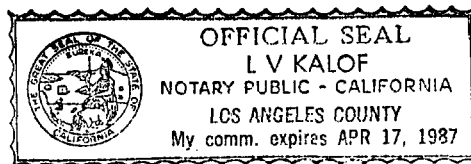
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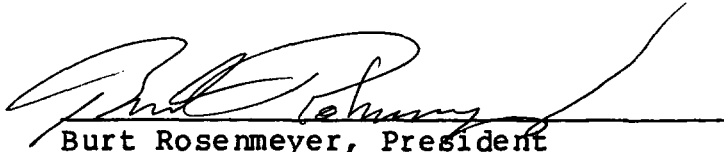
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